REMARKS

<u>Status of Claims</u>

Claims 1-68 are pending. Claims 1, 3, 4, 11, 13, 34, 42, and 60 have been rejected under 35 U.S.C. §112, second paragraph. Claims 57-59 have been rejected under 35 U.S.C. §102(e). Claims 1-56 and 60-68 have been rejected under 35 U.S.C. §103(a). Claims 1, 2-4, 10, 11, 29, 34, 42, 57, and 60 have been amended. Support for the amendment to claim 1 is found at page 10, lines 12-13, of the specification as originally filed. Claims 1-68 remain for consideration upon entry of the present Amendment. No new matter has been added.

<u>Claim Rejections – 35 U.S.C. §112, second paragraph</u>

Claims 1, 3, 4, 11, 13, 34, 42, and 60 have been rejected under 35 U.S.C. §112, second paragraph. Claims 1, 3, 4, 11, 34, 42, and 60 have accordingly been amended to obviate the rejections under 35 U.S.C. §112, second paragraph.

Applicants believe that claim 13 is definite and distinctly claims the subject matter of the invention. The term "final product" is used in the specification at page 14, line 7, to refer to the final selection of wallpaper made by the customer. Such a use of the term "final product" is not outside the normal use of the term. Terms referring to "simulated textures" are used in the specification at page 8, line 3, and at page 12, line 13. Applicants submit that such uses are not unclear, as most textures can be represented in two dimensions. Applicants, therefore, respectfully submit that the terms "final product" and "simulated texture" are proper as used in claim 13.

<u>Claim Rejections – 35 U.S.C. §102(e)</u>

Claims 57-59 have been rejected under 35 U.S.C. §102(b) as being anticipated by U.S. Patent No. 6,195,694 to Chen et al. (hereinafter "Chen").

Chen discloses a server system that is connected to one or more networks and has one or more application files or configuration sets that the server serves to from one or more kiosks on the network. (Column 3, lines 14-20.) A kiosk 100 comprises a computer 110. (Column 4, lines 9-10). "The computer 110 has one or more input and/or output devices…130 that are mounted as part of the kiosk 100." (Column 4, lines 20-22). A user accesses the various peripheral input and/or output devices to transfer information through

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the computer 110 and network 150 to and/or from other clients and/or servers 195 connected to the network 150. (Column 4, lines 28-33).

Chen, however, fails to disclose, teach, or suggest a kiosk system comprising means for generating a personal file for a customer *wherein the file is accessible from anywhere through a connection to the World Wide Web*, as is recited in Applicants' amended claim 57 (emphasis added). Chen provides no indication that the kiosk of his invention is remotely accessible through the World Wide Web and instead appears to require that a user of his invention access a network exclusively through the kiosk.

To anticipate a claim under 35 U.S.C. §102, a single reference must disclose each and every element of the claimed invention. *Lewmar Marine v. Barient Inc.*, 3 USPQ2d 1766 (Fed. Cir. 1987). Absence from the reference of any claimed element negates anticipation. *Kloster Speedsteel AB v. Crucible Inc.*, 793 F.2d 1565 (Fed. Cir. 1986). Applicants respectfully submit that because Chen fails to disclose, teach, or suggest a kiosk system comprising means for generating a personal file for a customer wherein the file is accessible from anywhere through a connection to the World Wide Web, amended claim 57 is not anticipated by the Chen reference. For at least this reason, Applicants submit that claim 57 is allowable.

Dependent claims, by definition, add limitations that further define the subject matter of the independent claims from which they depend. Because claims 58-59 depend from claim 57, and because claim 57 is believed to be allowable for at least the reason presented above, Applicants assert that claims 58-59, because they add limitations that further define the subject matter of independent claim 57, are allowable.

Claim Rejections – 35 U.S.C. §103(a)

Claims 1-4, 25, 26, 43, and 60 have been rejected under 35 U.S.C. §103(a) as being unpatentable over Microsoft Outlook 2000 For Windows For Dummies (hereinafter "Outlook"). The Examiner alleges that (as per claim 1) Outlook discloses a system for managing a development project, the system comprising means for generating a personal file for a customer, means for allowing the customer to select at least one selected feature, and means for viewing the at least one selected graphic. The Examiner then states that Outlook does not explicitly disclose at least one database having data. The Examiner then alleges that it is well-known in the art to store data from a computer in a database and that it would have been obvious to one of ordinary skill at the time of the invention to disclose using a database to store the data for the user of Outlook.

Outlook discloses an information manager capable of allowing a person to read e-mails from a local area network and keep contact lists, date lists, task lists, and notes. (Pages 5-14). Outlook further discloses services capable of providing e-mail through an online carrier. (Page 15).

Outlook fails to disclose, teach, or suggest a system for managing a development project in which the system comprises means for generating a personal file for a customer, *the file being at a dedicated website and accessible through a connection to the World Wide Web*, as is claimed in Applicants' amended claim 1. Outlook further fails to disclose, teach, or suggest a system for collaborating on a development project in which the system comprises means for generating a personal file for a customer, *the file being at a dedicated website and accessible through a connection to the World Wide Web*, as is claimed in Applicants' amended claim 60. Services capable of providing e-mail through an on-line carrier, as disclosed by Outlook, are not development project management- or collaboration systems that generate personal files at dedicated websites of the World Wide Web.

To establish a prima facie case of obviousness for a claimed invention, all the claim limitations must be taught or suggested by the prior art. *In re Royka*, 490 F.2d 981, 180 USPQ 580 (CCPA 1974). Because Outlook fails to disclose, teach, or suggest what Applicants claim in their amended claims 1 and 60, viz., development project management- or collaboration systems that generate personal files at dedicated websites of the World Wide Web, Outlook fails to teach all of the claim limitations of Applicants' amended claim 1. Consequently, because not all of the claim limitations are taught by the cited reference, Applicants' amended claims 1 and 60 are necessarily non-obvious.

Furthermore, Outlook fails to disclose, teach, or suggest what Applicants claim in their amended claim 3. For example, Outlook fails to teach means for allowing the customer to allow access to the personal file by a user other than the customer, as is recited in claim 3. Outlook is a *desktop information manager* (emphasis added) that allows a person to manage tasks. (Page 17). A user other than the person configuring the Outlook program does not have access to the information input by the customer. Consequently, because not all of the claim limitations are taught by the cited reference, Applicants' amended claim 3 is necessarily non-obvious.

Moreover, because claims 2-4, 25, 26, and 43 depend from claim 1, and because claims that depend from a claim that are non-obvious are themselves necessarily non-obvious, claims 2-4, 25, 26, and 43 are necessarily non-obvious. Applicants, therefore, respectfully submit that claims 2-4, 25, 26, and 43 are allowable.

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Claims 1, 5-17, 35, and 53-56 have been rejected under 35 U.S.C. §103(a) as being unpatentable over The Internet Wallpaper Store. The Examiner alleges that (as per claim 1) The Internet Wallpaper Store discloses a system for managing a development project in which the system comprises means for allowing the customer to select at least one selected feature and means for viewing the at least one selected graphic. The Examiner then states that The Internet Wallpaper Store does not explicitly disclose at least one database having data, but, however, that The Internet Wallpaper Store is run by personal computers connected to the World Wide Web. The Examiner further alleges that it is old and well-known in the art for Internet companies to use databases to store their product information and that, therefore, it would have been obvious to one of ordinary skill in the art to have The Internet Wallpaper Store have a database so that a user can easily and efficiently assess the large variety of wallpaper and border designs that the store offers.

The Examiner further alleges that The Internet Wallpaper Store also does not explicitly disclose a means for generating a personal file for a customer, but that a user can order wallpaper from The Internet Wallpaper Store and the items can also be stored in a shopping cart. The Examiner still further alleges that it is old and well-known in the art for a user to enter personal information, such as a billing address, into the shopping cart, and that, therefore, it would have been obvious to one of ordinary skill at the time of the invention to disclose generating a personal file for a customer as it would allow a repeat customer to easily purchase wallpaper without having to retype their personal information.

The Internet Wallpaper Store discloses a website through which a person can view samples and order borders, wallpaper, fabrics, and accessories. A menu bar at the top of each page of The Internet Wallpaper Store website allows the person to view products, view product information, place an order, place items for prospective purchase in a virtual shopping cart, or create his own search.

The Internet Wallpaper Store fails to disclose means for generating a personal file for a customer, as is recited in Applicants' claim 1. Applicants respectfully disagree with the Examiner's allegation that a user's personal information is entered into a shopping cart. The shopping cart, as with any non-virtual shopping cart, does not require the entering of personal information (e.g., billing address, credit card numbers, and the like) and is instead used for storing prospective purchases, which can be declined prior to the transfer of any personal information. Therefore, the use of the shopping cart is irrelevant to the generation of a personal file, and thus the use of the shopping cart cannot render the obvious the entering of personal information.

As stated above, to establish a prima facie case of obviousness for a claimed invention, all the claim limitations must be taught or suggested by the prior art. *In re Royka*. Because The Internet Wallpaper Store fails to disclose, teach, or suggest what Applicants claim in their amended claim 1, viz., development project management systems that generate personal files at dedicated websites of the World Wide Web, The Internet Wallpaper Store fails to teach all of the claim limitations of Applicants' claim 1. Consequently, because not all of the claim limitations are taught by the cited reference, Applicants' amended claim 1 is necessarily non-obvious.

Furthermore, The Internet Wallpaper Store fails to disclose, teach, or suggest what Applicants recite in their claims 5 and 11. For example, The Internet Wallpaper Store fails to disclose a printing unit that allows the customer to print a selected graphic, as in claim 5. The Internet Wallpaper Store is a website through which a customer views a wallpaper product, selects the product, and receives the product through the mail. No printing of gratuitous samples is alluded to by The Internet Wallpaper Store reference. Also, The Internet Wallpaper Store fails to disclose the printing of proofs on self adhesive material to be applied to a wall or floor for evaluation in a home setting, as is recited in claim 11. All evaluation is done once the customer receives his ordered wallpaper from his postal carrier. Consequently, because not all of the claim limitations of claims 5 and 11 are taught by the cited reference, Applicants' claims 5 and 11 are necessarily non-obvious.

Moreover, because claims 5-17, 35, and 53-56 depend from claim 1, and because claims that depend from a claim that are non-obvious are themselves necessarily non-obvious, claims 5-17, 35, and 53-56 are necessarily non-obvious. Applicants, therefore, respectfully submit that claims 5-17, 35, and 53-56 are allowable.

Claims 1, 18, 19, 21-23, 27-34, 36, 41, 42, and 63 have been rejected under 35 U.S.C. §103(a) as being unpatentable over Sierra.com (hereinafter "Sierra"). The Examiner alleges that (as per claim 1), Sierra discloses a system for managing a development project wherein the system comprises means for generating a personal file for a customer, means for allowing the customer to select at least one selected feature, and means for viewing the at least one selected graphic. The Examiner further alleges that Sierra does not explicitly disclose at least one database having data, but that it is old and well-known in the art to store data in a database and the Sierra software would store the various data in the database on the user's computer. The Examiner still further alleges, therefore, that it would have been obvious to one of ordinary skill in the art at the time of the invention to disclose storing data on a

database as it allows as user to easily assess the data needed to design or redecorate or remodel one's home on Sierra's software.

Sierra discloses a website directed to home improvement. In particular, the website offers home improvement tips and advice, chat discussions, dictionaries and calculators (page 2 and 12 et seq.), tools that allow kitchens, baths, and decks to be designed to input specifications and displayed in perspective views (page 3), and software for sale (pages 4-11).

Sierra fails to disclose, teach, or suggest a system for managing a development project in which the system comprises means for generating a personal file for a customer, the file being accessible at a dedicated website and accessible through a connection to the World Wide Web, as is claimed in Applicants' amended claim 1.

As stated above, to establish a prima facie case of obviousness for a claimed invention, all the claim limitations must be taught or suggested by the prior art. *In re Royka.* Because Sierra fails to disclose, teach, or suggest what Applicants claim in their amended claim 1, viz., a system for managing a development project in which the system comprises means for generating a personal file for a customer, the file being at a dedicated website and accessible through a connection to the World Wide Web, Sierra fails to teach all of the claim limitations of Applicants' claim 1. Consequently, because not all of the claim limitations are taught by the cited reference, Applicants' amended claim 1 is necessarily non-obvious.

Furthermore, Sierra fails to disclose, teach, or suggest what Applicants recite in their claims 32 and 33. For example, Sierra fails to disclose a decorator module for providing access to a decorator and enabling the decorator to use the system at a customer location, as is recited in Applicants' claim 32. Also, Sierra fails to disclose a digital camera for capturing an image of the customer location and a computer for displaying the image and manipulating the image, as is recited in claim 33. Consequently, because not all of the claim limitations of claims 32 and 33 are taught by the cited reference, Applicants' claims 32 and 33 are necessarily non-obvious.

Moreover, because claims 18, 19, 21-23, 27-34, 36, 41, 42, and 63 depend from claim 1, and because claims that depend from a claim that are non-obvious are themselves necessarily non-obvious, claims 18, 19, 21-23, 27-34, 36, 41, 42, and 63 are necessarily non-obvious. Applicants, therefore, respectfully submit that claims 18, 19, 21-23, 27-34, 36, 41, 42, and 63 are allowable.

Claims 1 and 24 have been rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 6,466,914 to Mitsuoka et al. (hereinafter "Mitsuoka"). The Examiner

alleges that (as per claim 1), Mitsuoka discloses a system for managing a development product wherein the system comprises at least one database having data, means for allowing the customer to select at least one selected feature from at least one of the databases, and means for viewing the at least one selected graphic. The Examiner further alleges that Mitsuoka does not explicitly disclose a means for generating a personal file for a customer but that it is old and well-known in the art for a system to contain a personal file for a customer in their database and that, therefore, it would have been obvious to one of ordinary skill in the art the time of the invention to disclose a personal file as it allows the job provider to quickly enter new information for the job without having to reenter their personal information.

Mitsuoka discloses a job brokering apparatus for brokering jobs in an open network environment without complicated negotiations between a job provider and a contractor. (Abstract). The apparatus comprises a job offer notification portion for notifying the job offer to at least one contractor client; a contractor determination portion for determining the contractor who contracts the job from among the contractor candidates; and a contractor determination notification portion for notifying contractor clients that a contractor has been determined by the contractor determination portion. (Column 2, lines 32-45). In short, Mitsuoka utilizes a broker to facilitate communication between the job information (database) and the contractor (customer personal file).

Mitsuoka fails to teach, suggest, or motivate one of skill in the art to modify the job brokering apparatus to produce a system for managing a development project wherein the system comprises means for generating a personal file for a customer, the file being at a dedicated website and accessible through a connection to the World Wide Web, as is claimed in Applicants' amended claim 1. The use of a broker, as in Mitsuoka, to facilitate communication between the job offer notification and the contractor is in direct contrast to the use of a personal file at a dedicated website. In particular, the notification to the contractor client from the job offer notification portion and the determination of the contractor who contracts the job indicates two-way communication between the parties, whereas, in claim 1, the personal file is generated by the customer and is at a dedicated website and is accessible by the customer.

Obviousness can only be established by modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either explicitly or implicitly in the references themselves or in the knowledge generally available to one of ordinary skill in the art. *MPEP §2143.01*. An interaction

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between two parties (i.e., a job offer notification and a client contractor) is two-way communication. The generating of a personal file by a customer for subsequent retrieval is one-way communication because the file does not communicate back except at the behest of the customer. There is no teaching, suggestion, or motivation to modify the two-way communication of Mitsuoka to produce the system as recited in Applicants' amended claim 1. Therefore, because there is no teaching, suggestion, or motivation to modify the prior art reference (Mitsuoka), a prima facie case of obviousness cannot be established, and Applicants' amended claim 1 is necessarily non-obvious.

Furthermore, Mitsuoka fails to disclose, teach, or suggest what Applicants recite in their claim 24. For example, Mitsuoka fails to disclose means for coordinating a schedule of the customer with an availability date of materials and a schedule of an installer. In fact, Mitsuoka teaches away from means for coordinating schedules by explicitly stating that "it is usually not necessary to control the complete schedule information of the contractors." (Column 2, lines 58-59). Consequently, because not all of the claim limitations of claim 24 are taught by the cited reference, Applicants' claim 24 is necessarily non-obvious.

Moreover, because claim 24 depends from claim 1, and because claims that depend from a claim that are non-obvious are themselves necessarily non-obvious, claim 24 is necessarily non-obvious. Applicants, therefore, respectfully submit that claim 24 is allowable.

Claim 20 has been rejected under 35 U.S.C. §103(a) as being unpatentable over Sierra in further view of U.S. Patent No. 5,231,567 to Matoba et al. (hereinafter "Matoba"). The Examiner alleges that (as per claim 20) Sierra discloses the system according to Claim 18, but that Sierra does not explicitly disclose wherein said application module provides automatic scheduling adjustment in response to a change in the project. The Examiner further alleges that, Matoba, however, discloses adjusting a schedule in response to a change in a project (see abstract, and column 2, lines 40-52) and that it would have been obvious to one of ordinary skill in the art at the time of the invention to disclose scheduling with Sierra.com as the customer would want to implement their new design or redecoration in their home by hiring a contractor.

The teachings of Sierra are presented above.

Matoba teaches a manufacturing planning system having a lead time estimating function, a material requirement planning execution function, a work demand calculating function, a problem analyzing function, a capacity adjusting function, a product completion data adjusting function, and an alternative shop designating function for planning a

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production schedule. An online display function is provided for simultaneous display of the problems and load/capacity states of production shops. (Abstract).

Both Sierra and Matoba fail to disclose, teach, or suggest what Applicants claim in their amended claim 1, viz., a system for managing a development project in which the system comprises means for generating a personal file for a customer, the file being at a dedicated website and accessible through a connection to the World Wide Web.

Furthermore, a combination of Sierra and Matoba would result in a manufacturing planning system having a lead time estimating function, a material requirement planning execution function, a work demand calculating function, a problem analyzing function, a capacity adjusting function, a product completion data adjusting function, and an alternative shop designating function for planning a production schedule disposed at a website. Such a combination fails to disclose a system for managing a development project in which the system comprises means for generating a personal file for a customer, the file being at a dedicated website and accessible through a connection to the World Wide Web, as is recited in Applicants' claim 1.

Sierra and Matoba, either alone or in any combination, therefore, fail to teach all of the claim limitations of Applicants' invention. Because not all of the claim limitations are taught either individually or in combination by the cited references, Applicants' amended claim 1 is necessarily non-obvious over such references. Therefore, because claim 20 depends from claim 1 and because claims that depend from a claim that is non-obvious are themselves necessarily non-obvious, claim 20 is necessarily non-obvious. Applicants, therefore, respectfully submit that claim 20 is allowable.

Claims 37-40, 44, and 45 have been rejected under 35 U.S.C. §103(a) as being unpatentable over Sierra in further view of U.S. Patent No. 4,813,000 to Wyman et al. (hereinafter "Wyman"). The Examiner alleges that (as per claim 37) Sierra discloses the system according to claim 1, but that Sierra does not explicitly disclose wherein the database allows custom mix of colors. The Examiner further alleges that Wyman, however, discloses a custom mix of colors, and that, therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to disclose mixing colors as the colors decided by the customer in Sierra.com's software are exactly as the customer wants them to look.

As stated above, Sierra fails to disclose, teach, or suggest what Applicants claim in their amended claim 1, viz., a system for managing a development project in which the system comprises means for generating a personal file for a customer, the file being at a

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dedicated website and accessible through a connection to the World Wide Web. Sierra, therefore, fails to teach all of the claim limitations of Applicants' invention.

Wyman discloses a method and apparatus for matching a selected color with predetermined available paint colors to obtain the closest match. The method comprises using a portable color meter to analyze the selected color and store chromaticity data in the portable color analyzer to a computer, comparing the selected color chromaticity data with stored data, and selecting a stored paint formula most closely matching the chromaticity data representing the selected color. (Column 2, lines 51-63). The apparatus comprises a portable color meter for analyzing the selected color and storing chromaticity data representing the hue, chroma, and brightness of the selected color, a computer for storing available paint formulas, means for coupling the stored chromaticity data in the color meter to the computer, means in the computer for comparing the selected color chromaticity data with the stored paint formula data, and means for selecting the one of the stored available paint formulas most closely matching the chromaticity data representing the selected color. (Column 2, line 66, through column 3, line 9).

Wyman likewise fails to teach what Applicants claim in their amended claim 1, viz., a system for managing a development project in which the system comprises means for generating a personal file for a customer, the file being at a dedicated website and accessible through a connection to the World Wide Web. A system of matching color data, as in Wyman, is not a system for managing a development project in which the system comprises means for generating a personal file for a customer, the file being at a dedicated website and accessible through a connection to the World Wide Web, as recited in Applicants' claim 1.

Furthermore, a combination of Sierra and Wyman fails to disclose the system of Applicants' claim 1. A combination of Sierra and Wyman would result in a website directed to home improvement, but at which only paint colors are matched. Such a combination would fail to disclose the generation of a personal file at a dedicated website accessible through a connection to the World Wide Web, as in Applicants' amended claim 1.

Consequently, because not all of the claim limitations are taught by Sierra, Wyman, or a combination of Sierra and Wyman, Applicants' amended claim 1 is necessarily non-obvious. Therefore, because claims 37-40, 44, and 45 depend from claim 1 and because claims that depend from a claim that is non-obvious are themselves necessarily non-obvious, claims 37-40, 44, and 45 are necessarily non-obvious. Applicants, therefore, respectfully submit that claims 37-40, 44, and 45 are allowable.

Claim 61 has been rejected under 35 U.S.C. §103(a) as being unpatentable over Wyman. The Examiner alleges that Wyman discloses a system for matching at least one product wherein the system comprises means for allowing the customer to match and select at least one matched product from at least one of the databases to match a particular color. The Examiner further alleges that Wyman does not explicitly disclose at least one database having data regarding various products and means for printing the at least one matched graphic, but that it is old and well-known in the art for a computer to contain a database having data on various products and that it is old and well-known to print a graphic from a computer onto an attached printer, and that therefore it would have been obvious to one of ordinary skill in the art to disclose a database and a printer for matching the paint to the object.

The teachings of Wyman are presented above.

As stated by the Examiner, Wyman fails to disclose, teach, or suggest a database having data regarding various products. Applicants disagree with the Examiner's assertion that it is old and well-known in the art for a computer to contain a database having data on various products and that it is old and well-known to print a graphic from a computer onto an attached printer. Accordingly, absent the presentation of any such disclosure, Applicants maintain that the subject matter of claim 61 is non-obvious and, therefore, allowable.

Claims 1 and 46-52 have been rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 6,385,592 to Angles et al. (hereinafter "Angles"). The Examiner alleges that Angles discloses a system for managing a development project wherein the system comprises means for generating a personal file for a customer, at least one database having data, and means for viewing the at least one selected graphic. The Examiner further alleges that Angles discloses that the customer can select any advertisement and that information is tracked in the database and that Angles does not explicitly disclose means for allowing the customer to select at least one selected feature from the database. The Examiner further alleges that the user's profile information, however, is stored in a database and the advertisements are selected based on such profile and that, therefore, it would have been obvious to one of ordinary skill in the art to disclose allowing the customer to select at least one selected feature from the database as it would allow the customers to directly choose the advertisements they wish to see.

Angles discloses an on-line advertising service that can custom tailor specific advertisements to particular consumers and track consumer responses to the advertisements.

(Column 2, lines 50-53). Thus, the Angles invention is directed to unsolicited "pop-up" advertisements.

Angles fails to disclose a system for managing a development project. In fact, Angles appears to bear no relevance at all to a system for managing a development project. Applicants submit that because the invention of Angles selects advertisements to be presented to a potential customer, whereas Applicants claim a means for allowing the customer to select a feature from a database, Angles teaches away from Applicants' invention. Thus, because Angles teaches away from Applicants' invention, Applicants' invention is necessarily non-obvious, and, therefore, Applicants' amended claim 1 is allowable.

Because claims 46-52 depend from claim 1, and because claims that depend from a claim that are non-obvious are themselves necessarily non-obvious, claims 46-52 are necessarily non-obvious. Applicants, therefore, respectfully submit that claims 46-52 are allowable.

Claim 62 has been rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 6,233,682 to Fritsch (hereinafter "Fritsch") in view of The Internet Wallpaper Store. The Examiner alleges that (as per claim 62), Fritsch discloses a method comprising prompting a customer to input a password, determining whether the customer has been previously registered, retrieving previously input customer preferences if available, prompting the customer for a plurality of personal preferences, providing a plurality of samples to the customer in response to the input personal preferences, and allowing the customer to choose one or more samples from the provided plurality of samples. The Examiner further alleges that Fritsch does not explicitly disclose checking with the customer whether the previously input preferences are still valid, but that Fritsch discloses customer preferences and it is old and well-known in the art to check if a customer's preferences have changed, and that therefore it would have been obvious to check with the customer whether the previously input customer preferences are still valid in order to provide samples that the user would enjoy. The Examiner further alleges that Fritsch does not explicitly disclose the method for selecting a wallpaper product, but that The Internet Wallpaper Store teaches selecting wallpaper samples.

Fritsch discloses a system and method for distributing products over the Internet. Accordingly, a login screen is displayed on a video monitor that allows a user to enter a unique identifier for accessing database information. After confirmation of the identifier, a shopping list is displayed that lists items for purchase as selected by the user. The listed

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items are digital in format and suitable for downloading to a user's computer connected to the Internet and are in other media format suitable for shipping to the user. (Column 1, lines 46-55). Suggestions directing the user to potentially desirable products are provided. The suggestions are based on previous purchases made by the user.

Fritsch fails to disclose providing a plurality of samples to the customer in response to input personal preferences, as is recited in Applicants' claim 62. The providing of suggestions directing the user to products that might be desirable based on the user's previous purchases, as in Fritsch, is different from providing samples to the customer in response to input personal preferences, as is claimed.

The teachings of The Internet Wallpaper Store are presented above.

The Internet Wallpaper Store also fails to disclose providing a plurality of samples to the customer in response to input personal preferences, as is recited in Applicants' claim 62.

As stated above, to establish a prima facie case of obviousness for a claimed invention, all the claim limitations must be taught or suggested by the prior art. *In re Royka*. Because neither Fritsch nor The Internet Wallpaper store disclose, teach, or suggest providing a plurality of samples to the customer in response to input personal preferences, as is recited in Applicants' claim 62, and because Fritsch instead teaches the providing of suggestions based on the user's previous purchases, not all of the limitations of Applicants' claim 62 are taught by Fritsch, The Internet Wallpaper Store, or any combination thereof. Consequently, because not all of the claim limitations are taught either individually or in combination by the cited references, Applicants' amended claim 1 is necessarily non-obvious.

Claim 64 has been rejected under 35 U.S.C. §103(a) as being unpatentable over Fritsch in view of The Internet Wallpaper Store and further in view of Chen. The Examiner alleges that Fritsch discloses the method of Applicants' claim 64 except for the step of checking with the customer whether the previously input customer preferences are still valid, but that such practice is old and well-known. The Examiner also alleges that Fritsch does not explicitly disclose that the method is for selecting a wallpaper product, but The Internet Wallpaper Store allows a customer to choose samples after submitting personal information in order to make a purchase. The Examiner further alleges that neither Fritsch nor The Internet Wallpaper Store teach a method for selecting a product through an in-store kiosk, providing a terminal, and running advertisements on the terminal when it is not in use, but that Chen discloses an in-store kiosk where advertisements are displayed during idle time.

The teachings of Fritsch, The Internet Wallpaper Store, and Chen are presented above.

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As stated by the Examiner, Fritsch does not disclose the step of checking with the customer whether the previously input customer preferences are still valid. Furthermore, the combination of Fritsch with either or both of The Internet Wallpaper Store and Chen further does not disclose the step of checking with the customer whether the previously input customer preferences are still valid. Applicants disagree with the Examiner's assertion that it is old and well-known in the art for a computer to check with a customer whether the previously input customer preferences are still valid. Accordingly, absent the presentation of any such disclosure, Applicants maintain that the subject matter of claim 64 is non-obvious and, therefore, allowable.

Claims 65-67 have been rejected under 35 U.S.C. §103(a) as being unpatentable over ImproveNet.com (hereinafter "ImproveNet"). The Examiner alleges that ImproveNet discloses a method for coordinating and managing a development project for a customer comprising the steps of generating a personal file on a website for the customer and allowing input of personal information regarding the project into the personal file, but that ImproveNet does not explicitly disclose providing access to the personal information to authorized users, providing privileged access to privileged users, and a providing means for manipulating the personal information to the customer and the privileged users. The Examiner then alleges that ImproveNet has customers complete forms stating their construction projects, the forms not being accessible to other customers, and the forms being matched with contractors and the names of matching contractors sent to the customer. The Examiner then alleges that it would have been obvious to one of ordinary skill in the art at the time of the invention to disclose providing access to personal information to authorized users, providing privileged access to privileged users, and a providing means for manipulating the personal information to the customer and the privileged users.

ImproveNet discloses an online form describing a construction project desired by a customer. The customer then receives the names of qualified contractors who are interested in providing service to the customer and are available to bid on the work. (Page 1).

As stated by the Examiner, ImproveNet fails to disclose, teach, or suggest providing access to the personal information to authorized users, providing privileged access to privileged users, and a providing means for manipulating the personal information to the customer and the privileged users.

As stated above, to establish a prima facie case of obviousness for a claimed invention, all the claim limitations must be taught or suggested by the prior art. *In re Royka*. Applicants submit that the providing of access to the personal information to authorized

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users, the providing of privileged access to privileged users, and the providing of means for manipulating the personal information to the customer and the privileged users is distinct from the *receiving* of names of qualified contractors by the customers, as is disclosed by ImproveNet. In fact, the ImproveNet method teaches away from Applicants' invention because it allows for communication from the contractor to the customer, whereas Applicants claim a method that allows the contractor to access information, thereby providing for communication from the customer to the contractor. Because ImproveNet fails to disclose, teach, or suggest providing access to the personal information to authorized users, providing privileged access to privileged users, and a providing means for manipulating the personal information to the customer and the privileged users, as is recited in Applicants' claim 66, and because ImproveNet teaches away from Applicants' claim, not all of the limitations of Applicants' claim 65 are taught by ImproveNet. Consequently, because not all of the claim limitations are taught by ImproveNet, Applicants' claim 65 is necessarily non-obvious.

Claim 68 has been rejected under 35 U.S.C. §103(a) as being unpatentable over Fritsch. The Examiner alleges that Fritsch discloses a method for selecting a product wherein the method comprises prompting a customer to input a password, determining if the customer has been previously registered, retrieving previously input customer preferences, if available, prompting the customer for a plurality of personal preferences, providing a plurality of samples to the customer in response to the input personal preferences, and allowing the customer to choose one or more samples from the provided plurality of samples. The Examiner further alleges that Fritsch does not explicitly disclose checking with the customer whether the previously input customer preferences are still valid, but that it is old and well-known in the art to check if a customer's preferences have changed.

The teachings of Fritsch are presented above.

As stated by the Examiner, Fritsch fails to disclose, teach, or suggest checking with the customer whether the previously input customer preferences are still valid. Applicants disagree with the Examiner's assertion that it is old and well-known in the art to check with a customer to determine whether the previously input customer preferences are still valid. Accordingly, absent the presentation of any such disclosure, Applicants maintain that the subject matter of claim 68 is non-obvious and, therefore, allowable.

Conclusion

Applicants believe that the foregoing amendments and remarks fully comply with the Office Action and that the claims herein are allowable to Applicants. In view of the

foregoing points that distinguish Applicants' invention from those of the prior art and render Applicants' invention novel and non-obvious, Applicants respectfully request that the Examiner reconsider the present application, remove the rejections, and allow the application to issue.

If the Examiner believes that a telephone conference with Applicants' attorneys would be advantageous to the disposition of this case, the Examiner is invited to telephone the undersigned.

If additional charges are incurred with respect to this Amendment, they may be charged to Deposit Account No. 13-0235 maintained by Applicants' attorneys.

Respectfully submitted,

By _____

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